

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and adoption of Resolution # 15-26 approving an amendment to the interlocal agreement with Redevelopment Agency of West Jordan regarding the Jordan Valley TOD.

SUMMARY: On October 26, 2011 the city council adopted an interlocal agreement with the Redevelopment Agency to contribute tax increment to development of the Jordan Valley Station. This is accomplished via the adoption of the Jordan Valley Station Community Development Area (CDA). The development entity, Bangerter Station LLC, has informed the city that it is ready to proceed with construction of additional phases. The development entity is requesting an update to extend the first tax increment year (trigger) date, contained within Section 2, to 2016 – 2019 as stated in the attached amendment.

FISCAL IMPACT: There is no fiscal impact other than the staff time to review and process this amendment.

STAFF RECOMMENDATION:

Adopt resolution approving the amendment to the interlocal agreement with Redevelopment Agency of West Jordan to extend the first tax increment year date to 2016 – 2019 for the Jordan Valley Station CDA.

MOTION RECOMMENDED:

"I move to approve and authorize the Mayor to sign resolution # 15-26 executing the amendment to the interlocal agreement with Redevelopment Agency of West Jordan to extend the first tax increment year date to 2016 – 2019 for the Jordan Valley Station CDA."


Roll Call vote required

Prepared by:



Tom Burdett
Development Director

Recommended by:



Bryce Haderlie
Interim City Manager

BACKGROUND DISCUSSION:

The Jordan Valley Station is a Transit Oriented Development (TOD) located on 41 acres at 3295 W 9000 South in West Jordan and features the Jordan Valley stop on the Mid-Jordan light rail line in the heart of the development. The adjacent area includes Jordan Valley Hospital and the Jordan Campus of the Salt Lake Community College.

The development includes 1,396 multi-family dwelling units, 2,851 structured parking stalls, 83,200 sq. ft. of office space, and 32,880 sq. ft. of retail space. This site was originally rezoned for a mixed-use development which was implemented with Planned Community (P-C) and Transit Station Overlay District (TSOD) zones in 2005.

On October 26, 2011 the city council adopted an interlocal agreement with the Redevelopment Agency to contribute tax increment to development of the Jordan Valley Station. The first phase of construction with infrastructure and parking structures was completed in 2011. In addition, in 2011 a Community Development Area (CDA) was established through adoption of interlocal agreements with all taxing entities. In July of 2012 the redevelopment agency and city council approved an Agreement for Development of Land (ADL) with the developer. Due to the complexity of the partnerships with this development, the other phases of construction were delayed.

The development entity has informed the city that it is ready to proceed with construction of additional phases. The development entity is requesting an amendment to the interlocal agreement to extend the first tax increment year (trigger) date, contained within Section 2, to 2016 – 2019 as stated in the attached amendment. All the other terms of the interlocal agreement remain the same. The amount to be paid under the cap stays the same. The time period for increment collection and distribution remains the same. Only the beginning date is being amended.

The attached resolution and amendment were prepared by Randall Feil, Special Counsel to the Redevelopment Agency.

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 15-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST JORDAN
APPROVING AN AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE
CITY OF WEST JORDAN AND THE REDEVELOPMENT AGENCY OF THE CITY OF
WEST JORDAN**

WHEREAS, THE CITY OF WEST JORDAN (the “City”) and the REDEVELOPMENT AGENCY OF THE CITY OF WEST JORDAN (the “Agency”) desire to approve and enter into the Amendment to Interlocal Agreement attached hereto as Exhibit “A,” whereby the City and the Agency agree that the provision of the original Interlocal Agreement between the Parties regarding commencement of the twenty (20) year period for the Agency to receive a certain portion of the City’s share of property tax increment attributable to property located within the Community Development Project Area – Jordan Valley Station (the “Project Area”), for funding the Community Development Project Area Plan for the Project Area, be amended to provide that said twenty (20) year period commence with any tax year from 2016 through 2019 at the Agency’s election and determination; and

WHEREAS, Section 11-13-202.5, Utah Code Annotated, 1953 as amended, requires certain interlocal agreements be approved by resolution of the legislative body, governing board, council or other governing body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, as follows:

1. The Amendment to Interlocal Agreement between the City and the Agency attached hereto is approved and shall be executed by the City by signature of the appropriate person(s); and
2. The Amendment to Interlocal Agreement shall be effective immediately upon execution; and
3. Pursuant Section 11-13-202.5, Utah Code Annotated, 1953 as amended, said Amendment to Interlocal Agreement shall be submitted to legal counsel of the City for review and signature indicating approval as to proper form and compliance with applicable law; and

4. Pursuant to Section 11-13-209, Utah Code Annotated, 1953 as amended, a duly executed original counterpart of said Amendment to Interlocal Agreement shall be filed immediately with the keeper of records of the City; and
5. This Resolution shall become effective immediately.

ADOPTED by the City Council of the City of West Jordan this ____ day of
____ 20 ____.

CITY COUNCIL OF THE CITY OF WEST
JORDAN

KIM V. ROLFE
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council	"AYE"	"NAY"
Councilmember Haaga	_____	_____
Councilmember Stoker	_____	_____
Councilmember Nichols	_____	_____
Councilmember Hansen	_____	_____
Councilmember Southworth	_____	_____
Councilmember McConnehey	_____	_____
Mayor Kim V. Rolfe	_____	_____

AMENDMENT TO INTERLOCAL AGREEMENT

THIS AMENDMENT TO INTERLOCAL AGREEMENT (this “**Amendment**”) is made and entered into as of the ____ day of _____, 20____, by and between the REDEVELOPMENT AGENCY OF THE CITY OF WEST JORDAN, a governmental entity organized under the laws of the State of Utah (the “**Agency**”), and the CITY OF WEST JORDAN (the “**City**”), (collectively, the “**Parties**”).

RECITALS

WHEREAS, the Agency and the City have previously entered into that certain Interlocal Agreement dated as of the 26th day of October 2011 (the “**Interlocal Agreement**”);

WHEREAS, the Interlocal Agreement provides for the Agency to receive and be paid, for a period of twenty (20) years, 75% of the Tax Increment (defined in the Interlocal Agreement) attributable to the City’s tax levy on both real and personal property within the Community Development Project Area – Jordan Valley Station (the “**Project Area**”), up to a maximum of \$3,751,297, for the purpose of providing funds to the Agency to carry out the Project Area Plan for the Project Area; with said twenty (20) year period to commence with any tax year from 2013 through 2014 at the Agency’s election and determination;

WHEREAS, the Parties desire to change the commencement of said twenty (20) year period to any tax year from 2016 to 2019 at the Agency’s election and determination.

NOW, THEREFORE, and for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agency and the City hereby agree as follows:

1. Amendment of Twenty (20) Year Period. Within section 2. of the Interlocal Agreement, which section 2. is entitled “City’s Consent and Related Provisions,” the phrase defining and establishing the commencement of the twenty (20) year period for the Agency to receive the subject Tax Increment from the Project Area attributable to the City’s tax levy is amended to read:

“with said twenty (20) year period to commence with any tax year from 2016 through 2019 at the Agency’s election and determination as evidenced by a written notice to the City and to the Salt Lake County Auditor and Assessor;”

2. All Other Terms Remain In Effect. Except as specifically modified and amended by the terms of this Amendment, the terms and provisions of the Interlocal Agreement shall continue in full force and effect.

3. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, UCA, as amended (the “**Cooperation Act**”), in connection with this Amendment, the Parties agree as follows:

- a. This Amendment shall be authorized by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Amendment shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act;
- c. A duly executed original counterpart of this Amendment shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated as the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. The term of this Amendment shall commence on the date of full execution of this Amendment by the Parties and continue through the date that is 180 days after the last payment of Tax Increment by the City to the Agency pursuant to the terms and provisions of the Interlocal Agreement (as amended), but in any event shall terminate by December 31, 2041.

4. Publication of Notice. Immediately after execution of this Amendment by the Parties, each of the Parties shall cause to be published a notice regarding this Amendment and the Party’s resolution authorizing this Amendment, as provided and allowed pursuant to Section 11-13-219 of the Cooperation Act. The City agrees that the Agency may cause such publication of notice to be made on the City’s behalf and at the Agency’s expense, in a joint publication.

IN WITNESS WHEREOF, the Parties have caused this Amendment of Interlocal Agreement to be duly executed as of the date first set forth above.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY – SIGNATURE PAGES FOLLOW]

REDEVELOPMENT AGENCY OF
THE CITY OF WEST JORDAN

By:

Kim V. Rolfe, Chairperson

ATTEST:

By: _____

Bryce Haderlie, Interim Executive Director

Attorney Review for Redevelopment Agency:

The undersigned, as special counsel for the Redevelopment Agency of the City of West Jordan, has reviewed the foregoing Amendment to Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Randall S. Feil, Special Counsel for
Redevelopment Agency of the City of West Jordan

CITY OF WEST JORDAN

By: _____
Kim V. Rolfe, Mayor

ATTEST:

Melanie S. Briggs, City Clerk

Attorney Review for City:

The undersigned, as attorney for City of West Jordan, has reviewed the foregoing Amendment to Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Jeffrey Robinson, Attorney for City of West Jordan